From: California Ct App - Justia Daily Opinion Summaries
To: Kutches, Brandon (SHF)
Subject: Latest 2 Cases: People v. Superior Court (Business Law), Brown v. Goldstein (Contracts)
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Justia Daily Opinion Summaries

California Courts of Appeal
April 17, 2019

Table of Contents

People v. Superior Court
Business Law, Civil Rights, Constitutional Law, Consumer Law

Brown v. Goldstein

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"You Can't Investigate Me, I Quit" or "I've Been Promoted": Should Federal Courts Continue Misconduct Investigations of Former Judges?

MICHAEL C. DORF

verdict post

Cornell law professor Michael C. Dorf comments on the practice by federal courts of dismissing investigations into complaints of judicial misconduct if the judge retires from the bench or is elevated to justice status. Dorf argues that a full investigation of someone who is no longer a judge (or no longer a judge on a covered court) may still have implications for judges who continue to serve and thus that judicial councils should not construe their statutory mandate as narrowly as they did in the recent investigations of then-Judges Maryanne Trump Barry, Alex Kozinski, and Brett Kavanaugh.

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California Courts of Appeal Opinions

People v. Superior Court

Docket: B292416(Second Appellate District)
Opinion Date: April 16, 2019
Judge: Nora M. Manella
Areas of Law: Business Law, Civil Rights, Constitutional Law, Consumer Law

In the underlying actions, the People asserted claims under Business and Professions Code section 17501 against real parties in interest and alleged that real parties sold products online by means of misleading, deceptive or untrue statements regarding the former prices of those products. The trial court sustained real parties' demurrer without leave to amend on the ground that the statute was void for vagueness as applied to real parties. The Court of Appeal granted the petition for writ of mandate seeking relief from the ruling regarding the section 17501 claims, and held that real parties failed to demonstrate any constitutional defect on demurrer. Regarding real parties' challenge to section 17501 as an unconstitutional regulation of free speech, as a preliminary matter, the court rejected petitioner's contention that the statute targets only false, misleading or deceptive commercial speech; the plain language of the statute restricts protected commercial speech and thus, the statute was subject to the test for constitutional validity set forth in Central Hudson Gas & Elec. v. Public Serv. Comm'n (1980) 447 U.S. 557, 566; and, because the undeveloped record was inadequate to apply the test, real parties' "free speech" challenge necessarily failed on demurrer. The court also rejected real parties' contention that section 17501 was void for vagueness, and rejected the facial and as-applied challenges.

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Brown v. Goldstein

Docket: B278949(Second Appellate District)
Opinion Date: April 16, 2019
Judge: Laurie D. Zelon
Areas of Law: Contracts, Entertainment & Sports Law

Plaintiffs, former and current members of the band WAR, filed suit for breach of contract, alleging that their music publisher failed to pay them a share of the royalties generated from public performances of the band's songs. Plaintiffs alleged that paragraph 22 of the 1972 Agreement defined

Composition Gross Receipts to include "all moneys" FOM had received from the sale, lease or license of the compositions. The Court of Appeal reversed the trial court's grant of summary judgment for the publisher and held that the language of the 1972 Agreement, considered in conjunction with plaintiffs' extrinsic evidence, demonstrated that the contract was reasonably susceptible to plaintiffs' proposed interpretation. The court also held that plaintiffs' interpretation was more reasonable than the interpretation FOM has proposed. In this case, FOM chose not to submit any extrinsic evidence that contradicted or otherwise responded to plaintiffs' extrinsic evidence. Rather, FOM relied solely on the text of the 1972 Agreement and asserted that it unambiguously excluded performance royalties from the revenue-sharing provision described in paragraph 22.

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